

**ATTACHMENT FOR HFPL CENTRAL
OFFICE
SYNC TESTING
MAINTENANCE ONLY**

Optional Attachment to Appendix xDSL/HFPL

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. HFPL SYNC TESTING OFFERING.....	4
3. MAINTENANCE REQUESTS.....	6
4. WAIVER.....	7
5. TERM AND TERMINATION.....	7
6. RESERVATION OF RIGHTS.....	7
7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS.....	8

**ATTACHMENT FOR HFPL CENTRAL OFFICE
SYNC TESTING
MAINTENANCE ONLY**

Optional Attachment to Appendix xDSL/HFPL

1. INTRODUCTION

- 1.1 This Optional Attachment sets forth the rates, terms and conditions for an optional testing procedure for those instances where CLEC leases an HFPL from **SBC-13STATE** and wishes to obtain **SBC-13-STATE**'s voluntary HFPL Central Office Sync Testing - Maintenance Only service offering. Central Office Sync Testing service, which with CLEC provided test equipment, verifies there is communication, or "sync", from the CLEC's collocated DSLAM to the last cable pair leaving the **SBC-13STATE** Central Office.
- 1.2 Except as otherwise provided herein, the rates, terms and conditions set forth elsewhere in this Agreement pertaining to the HFPL shall remain unchanged and in full force and effect.
- 1.3 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.4 As used herein, **SBC-13-STATE**, means the applicable SBC ILECs listed above doing business in Arkansas, California, Connecticut, Kansas, Illinois, Indiana, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.5 As used herein, **SBC-SWBT**, means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.6 As used herein, **SBC-AMERITECH**, means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.7 As used herein, **SBC-PACIFIC**, means the applicable above listed ILEC doing business in California.
- 1.8 As used herein, **SBC-NEVADA**, means the applicable above listed ILEC doing business in Nevada.
- 1.9 As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. **HFPL SYNC TESTING OFFERING**

- 2.1 Within ten (10) business days the Effective Date of this Attachment, CLEC will provide **SBC-13STATE** with a list of the designated **SBC-13STATE** Central Offices (COs) in which CLEC would like to obtain the HFPL CO Sync Testing provided pursuant to this Attachment. All **SBC-13STATE** COs are available for this voluntary offering. After its initial designation, CLEC may remove from or all to its list of the **SBC-13STATE** COs in which it wishes to obtain **SBC-13STATE** HFPL CO Sync Testing upon ten (10) days advance written notice to **SBC-13STATE**.
- 2.2 **SBC-13STATE** will not require a particular manufacturer's test set; however CLEC will provide an appropriate test set that meets the following standards as approved by SBC Technical Resources, Inc (TRI):
- 2.2.1 Test set devices must be battery powered and use either disposable batteries or come equipped with a recharging unit.
 - 2.2.2 Test set devices must be handheld and be no larger than 11" X 5 "X 3" in dimension.
 - 2.2.3 All test set devices must be accompanied with training documentation.
 - 2.2.4 Within ten (10) business days of the Effective Date of this Agreement, CLEC will provide a copy of the test devices instructions to their **SBC-13STATE** Account Manager.
 - 2.2.5 All test set devices must have one indicator for the "sync" result and another indicator for the "no sync" result. The result indicator must be such that no interpretation is necessary to determine whether a sync was accomplished. Examples are as follows: An acceptable indicator would be a test device where: green light = sync and red light or no light = no sync and does not go through a menu driven process. An acceptable test device will not require a technician to go through a menu driven process.
 - 2.2.6 The case design must be plastic Molded insulated case with protected access to all interface connector pins.
 - 2.2.7 The test set must have a power 'on/off' switch to enable, and disable power.
 - 2.2.8 The test set ADSL interface must have a five-foot non-twisted test lead that terminates with insulated alligator clips or a protector shoe or a combination of both.
 - 2.2.9 The test set must have attached to its backside, a spring clip that can be attached to a tool belt.
 - 2.2.10 In event **SBC-13STATE** determines that the battery for a CLEC-provided test set is cracked, expanded, leaking or otherwise has been compromised **SBC-**

13STATE shall notify CLEC and upon receipt of such notification from **SBC-13STATE**, CLEC shall contact the Environmental Management Group for the area to obtain an “approved” handler for the compromised battery.

- 2.2.11 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide a contact for compromised batteries to **SBC-13STATE**.
- 2.2.12 The test set must comply with the limits of Class B digital devices, pursuant to Part 15 of the Federal Communications Commission (“FCC”) Rules.
- 2.2.13 The test set must comply with Part 68 or have a waiver to Part 68 of the FCC rules governing the connection of terminal equipment to the telephone network.
- 2.2.14 The test set must comply with ADSL T1.143 and ITU-T G.992.1 (F.dmt) standards.
- 2.2.15 The test set must meet all loop reach requirements below 7 kft, as described in ITU 048 Interoperability standards.
- 2.2.16 The test set must recognize and train from the ATU-C on a FAST or Interleaved ADSL signal, in both the upstream and downstream directions.
- 2.2.17 Within ten (10) business days of the Effective Date for this Attachment, CLEC shall supply four beta units for lab and field evaluation.
- 2.2.18 **SBC-13STATE** must approve in advance any changes or upgrades outside the scope of these requirements.
- 2.3 Test sets must arrive at **SBC-13STATE** complete with instructions for use, as well as a return label if test set is determined to be or becomes defective during use.
- 2.4 CLEC shall assume responsibility for charges associated with return, shipment, and replacement of test sets. In addition to any other applicable limitation, **SBC-13STATE** shall have absolutely no liability with respect to any lost and/or damaged test set(s), regardless of whether any claimed **SBC-13STATE** liability arises in tort or in contract, unless the test set(s) is lost and/or damaged due to **SBC-13STATE**’s own gross negligence or willful misconduct. CLEC shall save and hold **SBC-13STATE** harmless from any and all costs, expenses, and claims associated with any loss and/or damage to, any test set(s) (unless CLEC can demonstrate that the test set(s) was lost and/or damaged due to **SBC-13STATE**’s own gross negligence or willful misconduct).”
- 2.5 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide **SBC-13STATE** with a single point of contact (SPOC) and telephone number for the replacement of defective modems.
- 2.6 Within ten (10) business days of the Effective Date of this Attachment, CLEC shall provide a contact name and address for resolution of issues that arise regarding the provided test sets.

- 2.7 CLEC must provide test sets for selected Central Offices based on average daily ticket volumes of 30 in each selected Central Office. **SBC-13STATE** will not perform tests beyond the daily volume of 30 tickets per 1 test set in selected Central Office. For a CLEC requesting a higher volume of tickets other than 30 they must provide an additional test set, in increments of 30, as set forth herein (e.g. 1 test equals 30; 2 test sets equals 60 daily tickets; etc.).
- 2.8 Additional batteries (AA 1.5 volt) for test sets will be provided at SBC's expense.
- 2.9 In the event this Attachment is terminated pursuant to Section 5 below, CLEC is responsible for requesting that the test set be returned.

3. MAINTENANCE REQUESTS

- 3.1 **SBC-13STATE** will provide resolution of CLEC-referred trouble tickets for Sync Testing requests on HFPL loops in parity with repair intervals **SBC-13STATE** provides its advanced services affiliates.
- 3.2 Prior to opening a trouble ticket for a C. O. Sync Testing request, the CLEC must determine the problem is not CLEC related. CLEC will be billed and shall pay in 30-minute increments for **SBC-13STATE** technician time involved, pursuant to applicable tariff rates in each region, which are set forth below; provided, however, the rates below shall be deemed to be automatically revised and updated in the event that the referenced tariffed rates are modified during the term of this Attachment.

REGION	TARIFF	FIRST HALF HR./FRACTION*	ADDITIONAL*
Ameritech	FCC No. 2; Sec. 13.3.4 (C)(1)(a)	\$40.92	\$22.60
Nevada Bell	FCC No. 1; Sec. 13.3.5 (B)(1)	\$32.72	\$32.72
Pacific Bell	FCC No. 128; Sec. 13.3.5 (C)(1)(a)	\$44.00	\$23.00
SNET	FCC No. 39; Sec. 8.3.1 (B)	\$57.36	\$26.37
Southwestern Bell	FCC No. 73; Sec. 13.4.8 (A)	\$33.51	\$21.32

*Rates subject to tariff changes.

- 3.3 CLEC may open a Sync Testing Trouble Ticket with either of the following two methods:
- 3.3.1 By calling the Local Operations Center or **SBC-SNET** Process Service Center (PSC) and opening a manual ticket through the call center. The CLEC technician should identify it would like to request that Sync Testing be performed; or

- 3.3.2 By opening an electronic bonding ticket. If the trouble ticket is opened by an electronic bonding ticket, the CLEC needs to place in the remarks field, "Sync Testing requested."

4. WAIVER

- 4.1 **SBC-PACIFIC** and **SBC-NEVADA**: The Parties acknowledge that **SBC-PACIFIC/SBC-NEVADA** will have to make modifications to its rate tables in order to implement the rates set forth in this Attachment. The Parties agree that any and all billing adjustments made to any bills pursuant to this Attachment are not subject to **SBC-PACIFIC**'s/**SBC-NEVADA**'s obligations under the Service Performance Measurements or any other performance measure plan and that no performance incentive payments or credits or any other form of performance payments or liquidated damages shall apply to any billing adjustment(s) made in connection with this Attachment. Further the Parties agree that any adjustments made in connection with this Attachment prior to making the rate table modifications will not be included in or affect any past, current or future performance measurement results.

5. TERM AND TERMINATION

- 5.1 The Term and Termination language set forth in the General Terms and Conditions of this Agreement shall not generally apply to this Attachment. Rather, the effective date of this Attachment shall be ten (10) days following the date it is approved or is deemed to have been approved by the appropriate state commission(s) ("Effective Date") and such Attachment shall remain in effect for the Term of the Interconnection Agreement or until terminated by either Party as set forth in Section 5.2 below.
- 5.2 Either Party may terminate this Attachment at any time whatsoever (before expiration of the initial term of the Agreement or following expiration of such Term) upon thirty (30) days advance written notice to the other Party.

6. RESERVATION OF RIGHTS

- 6.1 The Parties acknowledge and agree that on May 24, 2002, the United States Court of Appeals for the District of Columbia Circuit issued its decision in *United States Telecom Association, et. al v. FCC*, No. 00-101, in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. December 9, 1999) ("the Line Sharing Order"), specifically vacated the Line Sharing Order, and remanded both these orders to the FCC for further consideration in accordance with the decision. In addition, the FCC has also issued the following orders: its Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147 (rel. August 7, 1998), its First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48 in CC Docket 98-147 (rel. March 31, 1999), its Supplemental Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999) and its

Supplemental Order Clarification, (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98 and its Third Report and Order on Reconsideration and Third Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and its Fourth Report and Order on Reconsideration and Sixth Further Notice of Proposed Rulemaking in CC Docket 96-98 (rel. January 19, 2001) (collectively the "Orders"). By entering into this Attachment which makes available HFPL Sync Testing, neither Party waives any of its rights with respect to such Orders as to the provisions in this Attachment or with respect to any xDSL/HFPL or other provisions in the underlying Agreement. The Parties further acknowledge and agree that the rates, terms and conditions set forth herein and in the underlying Agreement are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise affects any of the rates, terms and conditions herein or in the underlying Agreement, specifically including those arising with respect to the Orders or any other proceeding, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of the order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in the underlying Agreement.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element, including but not limited to the HFPL provisions set forth elsewhere in this Agreement. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.